



P.O. Box 619097  
Dallas, TX 75261-9741

Call 1-877-782-7612 for Immediate Assistance.

B DAVID SWEENEY  
PO BOX 341698  
BARTLETT TN 38184-1698

February 20, 2016

Loan #: 0602660573  
Case #: 1532272, MICHELLE JONES  
Property Address: 7670 STONE MANOR RD  
MEMPHIS TN 38125

Dear B David Sweeney:

**Congratulations!** Your client is approved to enter into a Trial Period Plan under the Standard Modification Program. This is the *first* step in the process toward qualifying for a **permanent** loan modification. It is important that your client reads this information in its entirety so your client completely understands the actions they need to take to successfully complete the Trial Period Plan to permanently modify their mortgage.

**To Accept this Offer**

Your client must contact us at 1-877-782-7612 or in writing at Nationstar Mortgage LLC, P.O. Box 619097, Dallas, TX 75261-9741, by no later than 14 calendar days from the date of this letter to indicate their intent to accept this offer. In addition, your client must make their first Trial Period Plan payment by 4/1/2016.

**To Stop the Foreclosure Process (Suspension of Foreclosure)**

In order for us to delay referring your client's mortgage to foreclosure, or to suspend foreclosure proceedings if the loan has been referred to foreclosure:

- Your client must contact us at 1-877-782-7612 or in writing at Nationstar Mortgage LLC, P.O. Box 619097, Dallas, TX. 75261-9741, by no later than 14 calendar days from the date of this letter to indicate their intent to accept this offer.
- Your client may also make the first Trial Period Plan payment by no later than 14 calendar days from the date of this letter, which is **earlier than the schedule due date** described below, in order for us to stop the foreclosure process.

**What you need to do...**

To accept this offer, your client must make the new monthly "trial period payments" in place of the normal monthly mortgage payment. Please send the **new** monthly trial period payments, according to the schedule below. *In addition, it's important to know that your client's new trial period payments must include escrow for property taxes and homeowners insurance. Your client's payments may increase to reflect this escrow amount.*

**Trial Period Plan**

1st payment: \$823.02 due 4/1/2016  
2nd payment: \$823.02 due 5/1/2016  
3rd payment: \$823.02 due 6/1/2016

After all trial payments are made on time and your client has submitted all the required documents, your client's mortgage will then be reviewed to be permanently modified (the existing loan and loan requirements remain in full force and effect and unchanged during the trial period). **If each trial payment is not received by Nationstar Mortgage LLC in the month in which it is due, this offer will be terminated and your client's loan will not be modified under the Standard Modification program.**

If you or your client have any questions or concerns, the Dedicated Loan Specialist is James Lovelace and can be reached at (877) 782-7612 EXT. 5492381. If your client feels that they cannot afford the Trial Period Plan payments shown above but wants to remain in their home, or if your client has decided to leave their home, please contact us 1-877-782-7612.

This communication is for informational purposes only and is not intended as an attempt to collect, assess, or recover a claim against, or demand payment from, any individual protected by the U.S. Bankruptcy Code.



or via mail at Nationstar Mortgage LLC, P.O. Box 619097, Dallas, TX 75261-9741, or email us at [customerrelationsofficer@nationstarmail.com](mailto:customerrelationsofficer@nationstarmail.com). Visit us on the web at [MyNationstar.com](http://MyNationstar.com) for more information.

If you or your client have any questions about Home Affordable Modification, call the Homeowner's HOPE Hotline at 1-888-995-HOPE (4673). This Hotline can help with questions about the program and offers access to free HUD-certified counseling services in English and Spanish. You and your client can also visit [www.HUD.gov](http://www.HUD.gov) for additional information.

To help streamline the process and avoid delays, we proudly offer eSign. eSign will allow your client to receive and sign documents electronically. Please contact the Dedicated Loan Specialist for more details.

Sincerely,

Nationstar Mortgage LLC  
Foreclosure Prevention Department  
**MyNationstar.com**





### **Additional Trial Period Plan Information and Legal Notices and Frequently asked Questions**

- This Trial Period Plan offer is contingent on your client providing accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your client's acceptance if we learn of information that would make your client ineligible for the Trial Period Plan.
- Once your client's loan is permanently modified, there is no pre-payment penalty for paying more than the amount due, and your client can always pay more if they want to reduce the principal balance more quickly. However your client will not be permitted to pay any less than the required payment.
- Once your client has successfully made each of the payments by their due dates, your client has submitted two signed copies of the modification agreement, and we have signed the modification agreement, your client's mortgage will be permanently modified in accordance with the terms of their modification agreement.
- **We must receive each payment, in the month in which it is due. If your client misses a payment or does not fulfill any other terms of the Trial Period Plan, this offer will end and the mortgage loan will not be modified.**
- Please note that except for your client's monthly mortgage payment amount during the Trial Period Plan, the terms of the existing note and all mortgage requirements remain in effect and unchanged during the Trial Period Plan.
- In the event of any action arising out of or relating to this Agreement, each party shall bear its own costs and expenses, including reasonable attorneys fees, incurred in connection with such action.

### **We will not refer your client's loan to foreclosure or proceed to foreclosure sale during the Trial Period Plan, provided your client is complying with the terms of the Trial Period Plan:**

- Any pending foreclosure action or proceeding that has been suspended may be resumed if your client fails to comply with the terms of the plan or does not qualify for a permanent modification.
- Your client agrees that we will hold the trial period payments in an account until sufficient funds are in the account to pay the oldest delinquent monthly payment. Your client also agrees that we will not owe interest on the amounts held in the account. If any money is left in this account at the end of the Trial Period Plan and your client qualifies for a loan modification, those funds will be deducted from amounts that would otherwise be added to the modified principal balance.
- Our acceptance and posting of your client's payment during the trial period will not be deemed a waiver of the acceleration of the loan (or foreclosure actions) and related activities, and shall not constitute a cure of your client's default under the loan unless such payments are sufficient to completely cure your client's entire default under the loan.

### **If your client's monthly payment did not include escrows for taxes and insurance, your client is now required to do so:**

- Your client agrees that any prior waiver that allowed your client to pay directly for taxes and insurance is revoked. Your client agrees to establish an escrow account and to pay required escrows into that account.
- **It's important to know that the new trial period payments are required to include escrow for property taxes and homeowners insurance. Your client's payments may increase to reflect this escrow amount.**

### **Your client's current loan documents remain in effect; however, your client may make the trial period payment instead of the payment required under their loan documents:**

- Your client agrees that all terms and provisions of their current mortgage note and mortgage security instrument remain in full force and effect and your client will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.
- Please note that if your client fails to comply with the terms of the plan, or later fail to comply with the terms of the modification agreement after completion of the plan, your client may be ineligible for another loan modification.





**The Trial Period Plan notice will be rescinded if an error is detected.**

- Your client agrees that if an error in the terms of the Trial Period Plan or eligibility is detected after issuance of the Trial Period Plan notice, the Trial Period Plan may become void and of no legal effect upon notice to your client of such error. Your client understands that a corrected Trial Period Plan will be provided if it is determined that your client remains eligible for a loan modification after correction of the error.

**If your client previously received a Chapter 7 bankruptcy discharge, but did not reaffirm the mortgage debt under applicable law.**

- Your client agrees that they were discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that your client will not have personal liability on the debt pursuant to this Trial Period Plan.

**Q. What else should my client know about this offer?**

- If your client makes their new Trial Period Plan payments timely, and continues to remain eligible for the permanent modification, **we will not conduct a foreclosure sale.**
- If your client's loan is modified, we will waive all unpaid late charges
- **Credit Reporting:** We will continue to report the delinquency status of your client's loan to credit reporting agencies as well as their entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. **Credit scoring companies generally consider the entry into a plan with reduced payments as an increased credit risk. As a result, entering into a Trial Period Plan may adversely affect your credit score, particularly if your client has a good credit score.** For more information about your credit scores go to [ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm](http://ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm).

**Q. Why is there a trial period?**

The trial period offers your client immediate payment relief and gives your client time to make sure they can manage the estimated new monthly mortgage payment. The trial period is temporary, and your client's existing loan and loan requirements remain in effect and unchanged during the trial period.

**Q. When will I know if my client's loan can be modified permanently and how will the modified loan balance be determined?**

If your client continues to remain eligible for the permanent modification, once your client makes all of the trial period payments on time and returns to us the required copies of a modification agreement with their signature, we will sign one copy and send it back to your client so that they will have a fully executed modification agreement detailing the terms of the modified loan. Any difference between the amount of the Trial Period Payments and the regular mortgage payments will be added to the balance of your client's loan along with any other past due amounts as permitted by the loan documents. While this will increase the total amount that your client owes, it should not significantly change the amount of the modified mortgage payment.

**Q. Are there incentives that my client may qualify for if they are current with the new payments?**

No. Borrower incentive compensation is only available to borrowers who qualified for a permanent modification under HAMP. Your client did not qualify for a modification under HAMP.

**Q. What if my client enters into a trial plan prior to loss of good standing on their current HAMP modification?**

If a loan in a permanent modification under HAMP enters into a trial for another modification, your client's current modified payment and terms will be changed according to the terms of this notice. In addition, it is no longer eligible to receive incentives under the existing HAMP modification, even if it is not ultimately re-modified and the existing HAMP modification remains in effect.

**Q. Will your client's interest rate and principal and interest payment be fixed after the loan is permanently modified?**

Once your client(s) loan is modified, their interest rate and monthly principal and interest payment will be fixed for the life of the mortgage. Their new monthly payment may include an escrow for property taxes, hazard insurance and other escrowed expenses, unless its inclusion is prohibited by applicable law. If the cost of their homeowners insurance, property tax assessment or other escrowed expenses increases, their monthly payment will increase as well.

### Loss Mitigation Options

Your client(s) was evaluated for mortgage payment assistance based on the eligibility requirements of Freddie Mac, the owner/guarantor/trustee of your client's mortgage loan. Freddie Mac requirements for determining borrowers eligibility for a loan modification Trial Period Plan include the use of a hierarchy evaluation approach under which a borrower who is eligible for a modification program higher in the hierarchy is ineligible for a modification program lower in the hierarchy.

Based on our review of your client's financial circumstances, your client is approved for a Standard Modification. Below is a breakdown of your hierarchy evaluation:

HAMP Tier I - Declined

**Denial Reason:** Property and/or Borrower Exceeds Allowable Number of Modifications

**Previous Modifications.** We are unable to offer you a modification for one of the following reasons:

- Your loan on the related property has received the maximum number of modifications permitted under the modification program, or
- You or a co-borrower have received the maximum number of modifications permitted under the modification program.

Standard Modification - Approved

If you or your client have any questions regarding the information outlined in this document, the Dedicated Loan Specialist is James Lovelace, and can be reached at (877) 782-7612 EXT. 5492381, Monday-Friday, 8 a.m. to 7 p.m. (CT) and Saturday, 8 a.m. to 12 p.m. (CT), via mail at Nationstar Mortgage LLC, P.O. Box 619097, Dallas, TX 75261-9741, or via mail at Nationstar Mortgage LLC, P.O. Box 619097, Dallas, TX 75261-9741, or email us at [customerrelationsofficer@nationstarmail.com](mailto:customerrelationsofficer@nationstarmail.com). Visit us on the web at [MyNationstar.com](http://MyNationstar.com) for more information.

Your client has the right to appeal non-approval for a modification or to discuss loss mitigation options that may be available within 30 calendar days from the date of this notice. The appeal must be in writing and sent to the mailing address below. Please specify the basis for the dispute, and include any documentation you or your client believe is relevant to the appeal, such as property valuation or proof of income.

Nationstar Mortgage LLC  
Attn: Customer Relations  
P.O. Box 619098  
Dallas, TX 75261-9741

Please note the following:

An automated valuation was developed in connection with your application for loss mitigation. The property valuation provided to us electronically was \$131,924.00. There is no available written documentation associated with this valuation.



**New York Residents:** New York City Department of Consumer Affairs License Number: 1392003

**If you believe the Loss Mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov).**



**North Carolina Residents:** Nationstar Mortgage LLC is licensed by the North Carolina Commissioner of Banks, Mortgage Lender License L-103450. Nationstar Mortgage LLC is also licensed by the North Carolina Department of Insurance, Permit Number 105369.

**If you believe the Loss Mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks website [www.nccob.gov](http://www.nccob.gov).**

**Oregon Residents:** There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call 211 or visit [www.oregonhomeownersupport.gov](http://www.oregonhomeownersupport.gov). If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service online at [www.oregonstatebar.org](http://www.oregonstatebar.org) or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636. Free legal assistance may be available if you are very low income. For more information and a directory of legal aid programs, go to [www.oregonlawhelp.org](http://www.oregonlawhelp.org).

**Texas Residents:** COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

**Hawaii Residents:** If you believe your loss mitigation option request has been wrongly denied, you may file a complaint with the state division of financial institutions at 808-586-2820 or <http://cca.hawaii.gov/dfi/>.